

**CURRENT REPORT FILED WITH THE POLISH FINANCIAL
SUPERVISION AUTHORITY IN WARSAW**

DATE: February 27th 2023

Subject: [Annex to multi-purpose credit facility agreement with Powszechna Kasa Oszczędności Bank Polski S.A. \[CR 14/2023\]](#)**Text of the report:**

Further to (i) Current Report No. 8/2022 of January 31st 2022, (ii) Current Report No. 34/2022 of May 30th 2022, (iii) Current Report No. 43/2022 of June 28th 2022, (iv) Current Report No. 54/2022 of July 27th 2022, (v) Current Report No. 69/2022 of August 30th 2022, (vi) Current Report No. 76/2022 of September 28th 2022, (vii) Current Report No. 78/2022 of October 27th 2022, (viii) Current Report No. 84/2022 of November 29th 2022, and (ix) Current Report No. 5/2023 of January 18th 2023 announcing the execution of annexes to the multi-purpose credit facility agreement of February 7th 2012 between the Company and Powszechna Kasa Oszczędności Bank Polski S.A. of Warsaw (“**PKO**”) (the “**Agreement**”), the Management Board of RAFAKO S.A. of Racibórz (the “**Company**”) announces that on February 27th 2023 the Company and PKO executed another annex to the Agreement (the “**Annex**”).

Pursuant to the Annex, in accordance with its wording:

1. the availability period of the multi-purpose credit facility contemplated in the Agreement and the final repayment date of the credit facility contemplated in the Agreement have been extended until March 31st 2023;
2. it has been agreed that in the event of the occurrence of any of the following events:
 - a. amendment by the Company of the terms and conditions of the existing arrangement concluded in the course of the Company’s restructuring procedure (the “**Arrangement**”) insofar as they pertain to the claims arising from utilisation of the credit facility granted under the Agreement;
 - b. failure by the Company to perform any of the terms and conditions of the Arrangement to the extent they pertain to the claims arising from utilisation of the credit facility granted under the Agreement;
 - c. initiation of court, arbitration, administrative or other proceedings, or a dispute involving the Company or concerning its assets which, in the opinion of PKO, have or, in the event of an unfavourable outcome for the Company, may have a material adverse effect on the Company’s ability to comply with the terms and conditions of the credit facility, and in particular to service the repayment of debt thereunder in accordance with the terms of the existing Arrangement and the Agreement, unless such proceedings are resolved in favour of the Company within 14 (fourteen) days of their initiation;

PKO will have the right to:

- i. block the availability for the Company of the overdraft facility granted under the Agreement, and/or
- ii. cancel the revolving status of the loans provided under the credit facility, and/or
- iii. reduce the available amount of the credit facility, and/or
- iv. terminate the Agreement, and/or
- v. apply other sanctions provided for in the Agreement.

No other material changes to the Agreement have been made under the Annex.

The Annex became effective upon its execution.

Legal basis:

Article 17(1) of the Market Abuse Regulation – inside information.

Radosław Domagalski-Łabędzki – President of the Management Board
Dawid Jaworski, Vice President of the Management Board.